

RECORDATION NO. 7243-F Filed & Recorded

APR 10 1978 - 11 40 AM



TIGER LEASING GROUP

INTERSTATE COMMERCE COMMISSION

March 16, 1977
Washington, D. C.

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Re: Section 20c Filing: Supplemental
Agreement ("Supplement") dated as of
June 19 , 19 76 to Equipment Trust
Agreement ("Agreement") dated as of
November 15 , 19 73 , by and between North
American Car Corporation (the "Company")
and Harris Trust and Savings Bank, as
Trustee

Dear Mr. Secretary:

Enclosed for recording under Section 20c of the Interstate
Commerce Act are four executed counterparts of the above described Supple-
ment. The Agreement was recorded with the Interstate Commerce Commission
at on November 10 1973 and was assigned recordation number 7243

Under the Agreement, the Trustee leases the equipment subject
thereto to the Company and the Company guarantees the payment of principal
and interest on the equipment trust certificates issued under the Agree-
ment, all in accordance with the Agreement.

The general description of the equipment which the Supplement
subjects to the terms of the Agreement is as stated in Schedule A of
the Supplement. The Company will be the Vendor of such equipment to
the Trustee.

The general description of the equipment which the Supplement
releases from the terms of the Agreement is as stated in Schedule I
to the Supplement.

Also enclosed is a check, payable to the Interstate Commerce
Commission, in the amount of \$10.00 as the recording fee for the Supplement.

Pursuant to the Commission's rules and regulations for the
recording of certain documents under Section 20c of the Interstate Commerce
Act, you are hereby requested to duly file two of the enclosed counterparts

ROGER A. NOBACK
VICE PRESIDENT—LAW

NORTH AMERICAN CAR CORPORATION - RAIL CAR DIVISION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4105 • TELEX 25-5222

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CERTIFICATION UNIT

TIGER LEASING GROUP

Secretary

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for record in your office and to return the remaining copies, together with the Secretary's Certificate of Recording, to the messenger making this delivery.

If you have any questions, please contact me.

Very truly yours,

A handwritten signature in cursive script, appearing to read "R. A. Noback".

Roger A. Noback

RAN:ss

Enclosures

7243

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SECOND SUPPLEMENTAL INDENTURE APR 10 1978 - 11 40 AM

INTELLIGENCE COMMERCIAL COMMISSION

THIS SECOND SUPPLEMENTAL INDENTURE OF MORTGAGE AND DEED OF TRUST dated this 19th day of June, 1976, by and between NORTH AMERICAN CAR CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called the "Company"), party of the first part, and HARRIS TRUST AND SAVINGS BANK, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois (hereinafter referred to as the "Trustee"), party of the third part;

W I T N E S S E T H

WHEREAS, the parties have heretofore on the 15th day of November, 1973 executed a certain Indenture of Mortgage and Deed of Trust (hereinafter called "Indenture"); and

WHEREAS, Article VII, Section 7.01 of the Indenture provides inter alia that whenever Mortgaged Equipment shall become worn out, unsuitable for use, lost or destroyed, the Company shall Mortgage to the Trustee under the Indenture other Equipment having a fair value not less than the fair value of the Mortgaged Equipment so worn out, unsuitable for use, lost or destroyed; and

WHEREAS, the following described railroad cars constituting a part of the Mortgaged Equipment have become worn out, unsuitable for use or lost or destroyed:

<u>Car Number</u>	<u>Description</u>	<u>Fair Market Value</u>
54909	Class LO, 100-ton 4,750 cu.ft.Hopper Car	16,543.03
54963	Class LO, 100-ton 4,750 cu.ft.Hopper Car	16,599.92

WHEREAS, Article VII, Section 7.02 of the Indenture provides for a supplemental indenture to be entered into pursuant to Article XII of the Indenture, warranting that the title to the equipment so to be substituted for the equipment so worn out, unsuitable for use, lost or destroyed is free from all liens, claims and encumbrances other than permitted liens, and subjecting such Equipment to the lien of the Indenture; and

WHEREAS, Article XII, Section 12.01 of the Indenture provides that the Company when authorized by resolution of their respective Board of Directors and the Trustee, from time to time and at any time, may, without the consent of Bondholders, enter into an indenture of indentures supplemental to the Indenture to grant, bargain, sell, alien, remise, release, convey, confirm, warrant, assign, cede, charge, mortgage, pledge, transfer, deliver and set over to the Trustee, and subject to the lien of the Indenture, property or properties of the Company, subject to the conditions and restrictions contained in the Indenture, and that such supplemental indentures shall form a part of the Indenture.

NOW, THEREFORE, In consideration of the sum of \$1.00 duly paid to the Company, respectively, by the Trustee at or before the ensealing and delivery hereof and for valuable consideration, the receipt whereof is hereby acknowledged, the Company executed and delivered this Second Supplemental Indenture; the Company has granted, bargained, sold, aliened, remised, released, conveyed, confirmed, warranted, assigned, ceded, charged, mortgaged, pledged, hypothecated, transferred, delivered, and set over, and by these presents does grant, bargain, sell, alien, remise, release, convey, confirm, warrant, assign, cede, charge, mortgage, pledge, hypothecate, transfer, deliver, and set over unto the Trustee as in the Indenture provided, and to its successors in trust and its assigns forever, and has granted and does hereby grant to the Trustee, such successors and assigns a security interest in all the right, title and interest of the company in and to any and all of the following described railroad cars:

<u>Car Number</u>	<u>Description</u>	<u>Fair Market Value</u>
5566	Class ICC103, 80-ton, 4,000 Gal. Tank Car	\$34,000.00

subject, however, to the rights of lessees and purchase optionees under the leases and subleases listed in Schedule 1 annexed to the Indenture and to permitted liens as in said Indenture provided, to have and to hold all and singular, the above successors in trust, and its assigns forever, for the purposes and upon the uses and trusts, and subject to all the conditions and restrictions herein and in the Indenture contained.

The Company hereby warrants that title to the Equipment is free from all liens, claims and encumbrances, other than leases, purchase options, and permitted liens referred to in the Indenture.

From and after (but only from and after) the execution of this Second Supplemental Indenture for Indenture shall be deemed to be modified as herein provided, and thereafter the Indenture shall be read in connection with the Second Supplemental Indenture had been a part of the Indenture at the time of the execution and delivery of the Indenture.

IN WITNESS WHEREOF, the Company and the Trustee have caused their names to be signed by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as to the day and year first above written.


NORTH AMERICAN CAR CORPORATION

By 
Robert B. Oppenheimer
As a Vice President


ATTEST:


Assistant Secretary

HARRIS TRUST AND SAVINGS BANK

BY 
Vice President

ATTEST:


ASSISTANT SECRETARY

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 19th day of June, 1976, before me personally appeared Robert B. Oppenheimer and Roger A. Noback, to mer personally know, who being by me duly sworn say that they are a Vice President and the Assistant Secretary, respectively of North American Car Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was on June 19, 1976, signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Barry M. Helbert
Notary Public

My Commission Expires: 5-6-78

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 23RD day of DECEMBER, 1976, before me personally appeared J. L. SPRENG and R. G. MASON, to mer personally known, who being duly sworn say that they are a VICE PRESIDENT and the ASSISTANT SECRETARY respectively of Harris Trust and Savings Bank, that one of the seals affixed to the foregoing instrument is the corporate seal of said Bank and that said instrument was on Dec. 23, 1976, signed and sealed on behalf of said Bank by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said Bank.

Barry M. Helbert
Notary Public

My Commission Expires: FEB. 19, 1979